IT Professional Technical Services
Master Contract
T# 902TS

Statement of Work (SOW)–DHS 10-013
For Technology Services
Issued By

Minnesota Department of Human Services
Health Care Eligibility and Access

Project Title: EDMS Interface for Online Application

Service Category: Web Applications Specialist–.NET/ASP

Business Need

The selected vendor will lead the technical efforts to design and implement an EDMS interface for counties as part of the development and implementation of online application for Minnesota Health Care Programs.

Currently, potential enrollees must fill out a paper version of either the Health Care Application or the Combined Application Form and either mail it in or drop it off at either their county office or MinnesotaCare Operations. Enrollees have the option of using a fillable PDF version of the Health Care Application, but that must be printed out and either mailed in or dropped off. An online application will allow potential enrollees to complete an application online for either health care only or for health care plus cash and food support and submit it electronically to the appropriate county or MinnesotaCare Operations. Online submission should assist with reducing the processing time for new applications, especially for those counties that already have an electronic document management system (EDMS) for health care eligibility.

Implementation of an online application also requires the following, none of which are within the scope of this Statement of Work (SOW):

- A place to store the completed applications which allows counties and MinnesotaCare Operations to access the applications
- Standards for storage including file formats, metadata standards, capture standards
- Interfaces between this central storage repository and the EDMS systems currently used by counties and MinnesotaCare.

The focus of this SOW is the design, development, testing, and implementation of an EDMS interface for counties that currently do not have EDMS. This web-based interface will enable them to access the online applications that have been completed by residents of their counties. This interface will need to include some level of notification and workflow. This interface should also allow transfer of applications and other case information between counties and MinnesotaCare Operations.

Project Deliverables

- Draft and final project plan to include a work breakdown structure with milestone schedule and acquisition list in a format recommended by the contractor and approved by DHS. The project plan will include design, development and testing of an EDMS interface.
- Weekly activity report
- Work with teams of DHS and county staff to review and document business requirements. This will include defining the scope, purpose, and business objectives for an EDMS interface, and developing a plan to implement the EDMS interface with a pilot group of counties.
- An EDMS interface, that allows counties to access information stored on a DHS EDMS server and provides counties with basic workflow capability. This will include the following:
    - The vendor will develop a concept with rough technical design to allow applications to be completed on-line using standard browser capabilities and be compliant with Health Insurance Portability and Accountability Act (HIPAA) and Americans with Disabilities Act (ADA). Compliance will be measured using Compliance Sheriff. The vendor is responsible for mitigating all level one issues. Compliance Sheriff scans will be run before acceptance of the interface. The technical design and the actual

implementation will require approval of DHS architecture team as well as DHS Office of Information Security.
    - The vendor will develop a plan for DHS to provide ongoing support, including training of DHS staff to support the interface.
    - Other than scheduled maintenance, the interface will generally be available 24 hours a day, 7 days a week.
    - The interface will be available to users accessing the internet via a variety of browsers, browser versions, and connection speeds
    - The application should include basic online help
- Performance benchmarks for navigation from page to page
- Testing plan to be developed in conjunction with DHS staff
- Complete application code and documentation needed for DHS to maintain and make future revisions to the interface.

Project Milestones and Schedule

- April 5, 2010: Work begins
- May 10, 2010: EDMS interface is available for preliminary testing with Minnesota counties
- May 31, 2010: Required changes identified during preliminary testing are completed and EDMS interface is available for implementation with pilot group of counties.
- June 30, 2010: EDMS interface, including any required changes identified as a result of pilot implementation, is completed.

Project Environment (State Resources)

- The selected vendor will report to Troy Mangan, manager of Minnesota Health Care Connect, which organizationally falls under the Health Care Eligibility and Access Division.
- The Minnesota Health Care Connect team includes the manager and two analysts.
- The vendor will work side by side with the Minnesota Health Care Connect and EDMS teams. This may involve interaction with the EDMS technical team, Central IT technical staff, and Health Care Operations staff as it relates to technical standards, hardware deployment, server support, backup and recovery activities, desktop applications, and enabling software applications.
- The vendor will also work with other State staff, other DHS-contracted staff, and County staff to complete the work.
- It is expected that selected vendor will work onsite at DHS Central Office locations. DHS will provide appropriate work space.

Technical Environment

Development must occur in compliance with DHS Application Standards and Best Practices (see Attachment A). The DHS .net standard base development image includes:

- Windows Server 2008 Standard
- AJAX controls
- Static IP
- Adobe Reader 9
- Cisco Security Agent
- CVS code repository (with Tortoise)
- .Net Compact Framework (1.0 through 3.5)
- Microsoft SQL Server 2005 (developer tools (not DB server) along with books, native client and VSS writer)
- Microsoft Visual Studio 2005 Professional Edition
- Microsoft SXML and SQLXML
- MyGeneration code generator
- Teradata drivers and connectors
- Teradata SQL Assistant 7.1
- Trend Micro OfficeScan Client
- Window Internet Explorer 7

Agency Project Requirements

- The EDMS interface solution must provide DHS the ability to implement across all counties
- The EDMS interface must be ADA and HIPAA compliant, using DHS compliance tools, Compliance Sheriff.
- The EDMS interface must be in conformance with DHS web standards
- The selected vendor will be expected to use DHS standard application development tools and processes.
- In addition, the vendor will be expected to use standard project management methodologies and techniques to complete the work.
- Vendor will be required to sign a confidentiality agreement in which they agree to protect data according to state and federal mandates
- The vendor will be expected to undergo DHS sponsored HIPAA training
- The vendor will provide a one year warranty against defects, and correct any defects found within the warranty period. The warranty period will start upon final acceptance by DHS.

Responsibilities Expected of the Selected Vendor

- The selected vendor will be expected to manage the accepted project plan in accordance with DHS Application Standards and Best Practices. Changes to the agreed upon project plan must be approved by the DHS project manager. Changes to vendor staff must be approved by the DHS project manager.
- The selected vendor must conduct knowledge transfer throughout the course of the project, in such a way that the state can maintain and troubleshoot the EDMS interface after project completion.
- The selected vendor must assist DHS with development of a testing plan, and must make changes to the application based on the results of validity, usability, and other testing.
- The selected vendor will meet weekly with the DHS project manager or their designee to report on accomplishments from the previous week, preview the coming week's work, and discuss issues and strategies to address those issues.
- Provide a one year warranty against defects, and correct any defects found within the warranty period.

Required Qualifications

The required minimum qualifications are listed below. Required Qualifications will initially be evaluated on a pass/fail basis. **Each qualification must be fully met by at least one individual on Vendor's proposed project staff** (e.g., two people who each have one year experience business requirements analysis would not meet the two year minimum requirement for that qualification).

The response must specifically indicate how the Vendor meets all of these minimum qualifications. If DHS determines, at its sole discretion, that the Vendor fails to meet one or more of these requirements (or if the Vendor has not submitted sufficient information to make the determination), then the Response will be eliminated from further review.

- 2 years programming experience with .NET/ASP
- 2 years programming experience with collaboration software
- 2 years experience gathering and documenting business requirements
- 2 years experience with business requirements analysis

Desired Qualifications

- 2 years experience with technical analysis
- Experience working within human services
- Experience working within health care
- Experience working within state or county government

Process Schedule

• Deadline for Questions	February 24, 2010 3:00PM CST
• Posted Response to Questions	March 1, 2010
• Proposals due	March 4, 2010 3:00PM CST
• Anticipated proposal evaluation begins	March 5, 2010
• Anticipated evaluation completed & decision	March 19, 2010

Questions

Any questions regarding this Statement of Work must be submitted via e-mail by **February 24, 2010, 3:00 PM**, Central Standard Time (CST) to:

Name: Meagan Holtgrewe
E-mail Address: meagan.m.holtgrewe@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology's website by the end of the day on March 1, 2010. The exact day and time may depend on the quantity and complexity of the questions.

SOW Evaluation Process

All responses received by the due date and time will be evaluated according to the evaluation process below. Detailed information on the content, format and submittal requirements is provided in the next section of this SOW, Response Requirements.

Step 1. Pass/Fail on Response Requirements

Step 2. Initial Pass/Fail evaluation of Required Qualifications. If DHS determines, at its sole discretion, that the Vendor fails to meet one or more of these requirements (or if the Vendor has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

Step 3. Evaluation of responses that pass Step 1 and Step 2, based on the following criteria:

- Work plan (25%)
- Staff qualifications (25%)
- Cost (30%)

Remaining 20% will be used to add points from subsequent interview process.

Step 4. Interview top-rated Vendors. References may also be requested and checked at this time. (20%)

Step 5. Reevaluation of points for work plan and staff qualifications for those Vendors interviewed, based on information determined from interview.

Response Requirements

The items below must be completely satisfied in the submission in order for the Response to be considered. At any time during the evaluation phases, the State may, at the State's discretion, contact a Vendor to provide further or missing information or clarification of their Response. However, there is no guarantee that the State will look for information or clarification outside of the submitted written Response. Therefore, it is important that the Vendor ensure that their Response is complete and **all** requirements have been completely met in order to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

If you have any questions on the administrative requirements listed below, please contact: dhs.it-responses@state.mn.us.

1. Responses must be received no later than **March 4, 2010**, **3:00 PM** Central Standard Time (CST), and must be submitted via email to **dhs.it-responses@state.mn.us**.

   Responses sent to any other e-mail address will not be considered.

   It is the Vendor's sole responsibility to ensure that their submittal is **received** at the dhs.it-responses@state.mn.us email address by the response deadline. Responses **received** after the deadline will not be considered, regardless of any documentation showing when the response email was sent.

2. The Statement of Work # and Project Title should be included in the subject line of your Response e-mail.

3. The Vendor must be eligible for the OET service category indicated on this SOW, under its 902TS IT Professional/ Technical Services Master Contract with the Office of Enterprise Technology, before the response deadline.

4. Responses must include the following:

   a. **Introduction** identifying respondent and respondent's representative during the procurement process

   b. **Conflict of interest statement** as it relates to this project (see General Requirements section below)

   c. **Project work plan -** proposed work plan, with enough information to be used as a schedule and managing tool. Include the following:

      i) Executive Summary: This should demonstrate the Vendor's understanding of the services requested in this SOW and any problems anticipated in accomplishing the work. The Executive Summary should also show the Vendor's overall design of the project in response to meeting the project requirements and achieving the results defined in this SOW.

      ii) High-level work plan: This component should explain how the Vendor will approach the project and describe the major activities, milestones and deliverables required to achieve the goal of this SOW. Vendor should detail how the project will be carried out in an effective and efficient manner, describe staffing and other resources (both state and vendor) required. Effort estimates should provide adequate detail for justification, as well as a description and quantification of the work steps. Work plan should include timeline with target dates for project milestones/deliverables. Vendor should include information on how reporting on the health of the project, project deadlines, and project risk will be managed. Vendor should include information on how knowledge transfer to state staff will occur.

   d. **Staff qualifications -**The response must specifically indicate how the Vendor's proposed staff meet or exceed all the Required Qualifications and any of the Desired Qualifications. The following must be included:

      i) Qualification summary information that will allow DHS to easily determine to what extent staff meet or exceed Required and Desired Qualifications. Below is the suggested format for this information:

Required/Desired Qualification	Staff – name & role on project (e.g. Staff Lead)	Years of Experience	Projects worked on that demonstrate these qualifications (at least some description, not just a list)

      ii) Include resume for each staff member, in addition to the above information. Resume must support qualification summary information. Information in the resume will take precedence over that provided in the cover memo or qualification summary.

   f. **Cost** – detailed cost proposal, including the following
      i) Total project cost – all inclusive, fixed price basis
      ii) Cost per deliverable – all inclusive, fixed price basis, should correspond with deliverables identified in work plan.
      iii) Hourly rate and total estimated hours for each staff member you intend to assign to the project. Hourly rates cannot exceed the hourly rate identified in your 902TS master contract for the OET service category indicated on this SOW.

5. Required forms. These forms must be signed by the appropriate individual within the company, scanned into a file, and included with the e-mail submission. If you do not have access to a scanner, please send an e-mail dhs.it-responses@state.mn.us and other options will be considered.
   a) Affidavit of non-collusion
   b) Location of Service Disclosure
   c) State of Minnesota – Immigration Status Certification
   d) Certification Regarding Lobbying
   e) Affirmative Action Certificate of Compliance

6. If applicable, documentation showing Targeted or Economically Disadvantaged Vendor status.

7. If applicable, documentation showing certified, veteran-owned/service disabled small businesses status.

Please note that when verifying eligible service categories and rates, DHS uses the Master Contract Program-902TS information on the Office of Enterprise Technology's Website. It is the Vendor's responsibility to verify that the website information matches their current records and inform the Office of Enterprise Technology of any discrepancies.

Constraints or rules on respondents

- DHS personnel other than the designated contacts indicated are NOT authorized to discuss this SOW with vendors, before the proposal submission deadline and during the evaluation prior to the award, unless approved in advance by the designated contacts.
- Contact regarding this Statement of Work with any personnel other than the designated contacts could result in disqualification.
- The designated contacts will only provide information that clarifies this statement of work, and the projected date for the award announcement.
- After the question submittal deadline, all allowable communication should be directed to dhs.it-responses@state.mn.us.

General Requirements

Proposal Contents

By submission of a proposal, Vendor warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the vendor to suspension or debarment proceedings as well as other remedies available by law.

Liability

Vendor must agree to the following liability language for this Statement of Work:

> The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Vendor submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Vendor must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Vendor agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Vendor to be proprietary or trade secret materials.

Conflicts of Interest

Vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The vendor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The vendor agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the vendor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals
In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference
In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at http://www.vetbiz.gov.

Foreign Outsourcing of Work Prohibited
All services under this contract shall be performed within the borders of the United States, except as may be otherwise required by the World Trade Organization Government Procurement Agreement (WTO-GPA) of 1996. This includes all storage and processing or information and work performed by subcontractors at all tiers. In the case of this SOW, a contract would have to exceed the threshold amount ($528,000) in order to be subject to the WTO-GPA requirement.

Information Privacy and Security.
Vendor must agree to the following information privacy and security language for this Statement of Work:

> For purposes of executing its responsibilities and to the extent set forth in this work order, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.
>
> **Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this work order, includes any or all of the following:
> (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
> (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
> (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
> (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and

(e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

(a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.

(b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." *See*, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

(c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

Contractor's Use of Information. CONTRACTOR shall:

(a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.

(b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.

(c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

(e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

State's Duties. STATE shall:

(a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.

(c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.

(d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

Sanctions. In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Additional Business Associate Duties. To the extent CONTRACTOR handles protected health information in order to provide health care-related administrative services on behalf of STATE and is a "Business Associate" of STATE, as that term is defined in HIPAA, CONTRACTOR shall also:

(a) Make available protected health information in accordance with 45 CFR §164.524.
(b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
(c) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
(d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
(e) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
(f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

Criminal Background Check Required

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

or

2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

Nonvisual Access Standards

Nonvisual access standards require:

a) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
b) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
d) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Required Form:

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

I certify under penalty of perjury:

1. That I am the Vendor (if the Vendor is an individual), a partner in the company (if the Vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Vendor is a corporation);

2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Vendor of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such persons prior to the official opening of the proposals;

4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and

5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Vendor's Firm Name:____

Authorized Signature: ____

Date: _________________

Subscribed and sworn to me this ________ day of ___________

Notary Public

My commission expires: _______

Required Form:

STATE OF MINNESOTA

LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

Check all that apply:

□ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.

□ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.

□ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.

□ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of

(1) the identity of the company (identify if subcontractor) performing services outside the United States;

(2) the location where services under the contract will be performed; and

(3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: ____

Authorized Signature: ____

Printed Name: ____

Title: ____

Date:____________________________ Telephone Number:____

Required Form:

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: ______________________________________ Date: ____________________________________

Authorized Signature: ____ Telephone Number: _________________________

Printed Name: ____ Title: ____________________________________

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Required Form:

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____
Organization Name

____
Name and Title of Official Signing for Organization

By: ____
Signature of Official

____
Date

Required Form:

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

□ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**

□ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _________________ (date). [If the date is the same as the response due date, indicate the time your plan was received: ________ (time). **Proceed to BOX C.**

□ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

□ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ____ Date ____________________________________

Authorized Signature: ______________________________________ Telephone number: ________________________

Printed Name: ____ Title: ____________________________________

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	employerinfo@therightsplace.net				

STATE OF MINNESOTA
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

□ (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

□ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at http://www.vetbiz.gov .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

Sample Work Order Contract:
STATE OF MINNESOTA

IT Professional Services Master Contract Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _________, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 *Effective date*:__________, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 *Expiration date*: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: ______*[***Thorough Description of Tasks/Duties***]*

3 Consideration and Payment

3.1 ***Consideration***. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows:
[*For projects, list out each deliverable and amount to be paid for each deliverable. Only if a specific deliverable cannot be defined, insert an hourly rate.]*

B. *Travel Expenses*. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed $_____.

C. *Total Obligation*. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed $_____.

3.2 ***Invoices.*** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:____

4 Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

5 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

6 Authorized Representatives

The State's Authorized Representative is ___________. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is ______________. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

7 Key Personnel

The Contractor's Key Personnel is [Name & Title]. Contractor will not add, replace, remove, or substitute the named key personnel without the prior written approval of the State’s Authorized Representative.

8. Employee Status. By order of the Governor’s Executive Order 08-01, if this contract, including any extension options, is or could be in excess of $50,000, CONTRACTOR certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States’ immigrations laws; and
2. By the date of the performance of services under this contract, CONTRACTOR and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

CONTRACTOR shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by CONTRACTOR and made available to the STATE upon request. If CONTRACTOR or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the STATE reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debarring the CONTRACTOR from state purchasing.

9 Affirmative Action Requirements for Contracts in Excess of $100,000 and where the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business.

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

9.1 ***Covered Contracts and Contractors***. If the Contract exceeds $100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

9.2 ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

9.3 ***Minn. R. Parts 5000.3400-5000.3600.***

(A) *General*. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) *Disabled Workers*. The Contractor must comply with the following affirmative action requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) *Consequences*. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) *Certification*. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

10. **Information Privacy and Security.**
For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subd. 1.

10.1 **Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:

(a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;

(b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);

(c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);

(d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and

(e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

10.2 **Duties Relating to Protection of Information**.

(a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 10.1.

(b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

(c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

10.3 **Contractor's Use of Information.** CONTRACTOR shall:

(a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.

(b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.

(c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

(e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

10.4 **State's Duties.** STATE shall:

(a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.

(c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.

(d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

10.5 **Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.**

Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

10.6 **Sanctions.** In addition to acknowledging and accepting the terms set forth in Section 4 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

10.7 **Additional Business Associate Duties.** To the extent CONTRACTOR handles protected health information in order to provide health care-related administrative services on behalf of STATE and is a "Business Associate" of STATE, as that term is defined in HIPAA, CONTRACTOR shall also:

(a) Make available protected health information in accordance with 45 CFR §164.524.

(b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.

(c) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.

(d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.

(e) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

11. Criminal Background Check Required. CONTRACTOR and employees of CONTRACTOR working on site at STATE's Central Office and accessing STATE's protected information (as defined in 10. Information Privacy and Security of this contract.) must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under this contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

12. Nonvisual Access Standards

Nonvisual access standards require:

a) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Application Standards and Best Practices
February 2010

Environments

Development

Developers 'workstation' is a virtual environment which is built to replicate the production environment where the application will be running. Each virtual environment includes 20 GB workspace, 2 GB RAM. Images are hosted on the SAN. The DHS .net standard base development image includes:

- Windows Server 2008 Standard
- AJAX controls
- Static IP
- Adobe Reader 9
- Cisco Security Agent
- CVS code repository (with Tortoise)
- .Net Compact Framework (1.0 through 3.5)
- Microsoft SQL Server 2005 (developer tools (not DB server) along with books, native client and VSS writer)
- Microsoft Visual Studio 2005 Professional Edition
- Microsoft SXML and SQLXML
- MyGeneration code generator
- Teradata drivers and connectors
- Teradata SQL Assistant 7.1
- Trend Micro OfficeScan Client
- Window Internet Explorer 7

Images are built by the Development Administrator. Once built, the developer can check in and out images using VMWARE Lab Manager.

Development databases are hosted on the enterprise DEV SQL Server.

- SQL Server 2000
- SQL Server 2005 (any new development will be 2005)

User Test

Once the application is ready to begin user test, the developer works with the Development Administrator to build the virtual image on the User Test VMWARE environment. Once the image is built, it can be checked in and out by the developer as needed.

Production

The following production components are all housed in the Anderson data center:

MS IIS web servers – Blue zone, Yellow zone
MS SQL Server 2000 & 2005 (any new development will be 2005) – Blue zone, Green zone

Development Processes and Best Practices

This process is required for all .NET development done by AD&S.

IT Requests should be tracked in the IT Request Tracker (http://webapps.dhsintra.net/RequestTracker/RequestList.aspx) and developers should update the status of each task/project as needed and expected. Project staffing and priority is determined by ITS Managers.

IT Requests should go through the formal IT Project Charter review.

AD&S supports a SDLC methodology:

1. Requirements Gathering
2. Analysis/Design
3. Development
4. User Test
5. Deployment

6. Production Support

Requirements Gathering

1. All business requirements should be completed by the business or in a JAD session with the developer or business analyst. Project purpose/objectives, project scope/deliverables, project benefits, assumptions/constraints, timelines, and a gap analysis should be identified.
2. The business (along with the developer) should create a project plan with tasks and completion dates assigned.

Analysis/Design

1. Developer should write technical requirements including performance related issues, reliability issues, and availability issues
2. Developer should provide a design document including a technical architecture (including authentication considerations), systems model (including a GUI mockup, process flow, and database schema), and test cases.
3. AD&S should review the technical requirements and design document.

Development

Environment and Toolset

1. Current platform for new development is on a server running Windows 2003, .NET 2.0 framework, Visual Studio .NET 2005, and SQL Server 2005.
2. All code is to be in .NET/C#. Code can be developed in any software that the developer chooses (Notepad, Textpad, Visual Studio .NET 2005...).
3. AD&S supports MyGeneration version 1.3 for code generation. Documentation on MyGeneration can be found at http://dhsworkplace/SiteDirectory/OPS/ITS/ADS/Shared%20Documents/Forms/AllItems.aspx.
4. The code repository for AD&S is CVS. AD&S supports TortoiseCVS client. Documentation on CVS can be found at http://dhsworkplace/SiteDirectory/OPS/ITS/ADS/Shared%20Documents/Forms/AllItems.aspx
5. Developers are given a virtual development environment for their workspace. The operating system will depend on the platform the application is being deployed to. Current environment is only 1 drive. All code should be saved in a folder called c:\Applications.

Methods and Standards

1. All SQL code should be using procedures or views.
2. SQL procedures should be DROP/CREATE and not ALTER
3. All SQL procs should be commented with ……
4. SQL users and roles should be set up in development as needed in PROD
5. AD&S supports the use of creating a ‘db-exec’ role and allowing the user to exec procs from the db-exec role.
6. Code should be structured, organized, commented where appropriate, be consistent in naming, and develop with code-reuse in mind.
7. Developer should catch the error and log errors in a log file within the project folder structure, to a database table (preferred method) or to the EventLog.
8. AD&S recommends the use of custom validators (versus required field validators)
9. AD&S recommends the use of OnClick for buttons in the .aspx page
10. AD&S recommends the use of regions (CV for custom Validators, Variables for variables…)
11. AD&S recommends the use of common used methods (isNumeric, isDate, PhoneValidation, ProperCase..etc). Documentation on AD&S common methods can be found at X:\Appl Dev & Support\Public\TemplateNET.
12. AD&S encourages a default non-secure page when the application is to be SSL protected.
13. Solutions should support a presentation layer, code behind, a business logic layer, and a data access layer.
14. AD&S recommends creating the solution first, naming it as projectName.sln (e.g. Appeals.sln for the Appeals project). Second creating a ASP.NET web application, naming it as DHS.projectName.UI (e.g. DHS.Appeals.UI for the Appeals Project). Third adding a class library for the business logic and data access layers, naming them as DHS.projectName.BLL and DHS.projectName.DAL, respectively (e.g. DHS.Appeals.BLL and DHS.Appeals.DAL for the Appeals project). Fourth is to copy in the MYGeneration class library.
15. Whenever possible, business logic should be in the business logic layer and not in SQL views.
16. Applications should try to use viewstate or session variables, and not cookies. Javascript can be used

and should be tested for all browsers supported.

17. Due to load balancing and/or App Pool clearings, session variables should be stored on the SQL server and not reply on the web server to manage the session variable.
18. Applications should use caution when using Application Start/End variables. AD&S suggests limited use of these variables.
19. Code should be browser independent.
20. Code should be tested against the appropriate environments defined by the business and/or the end user group (PC/MAC IE and FireFox).
21. Code should not be geared towards any specific OS or need any installed package to run.
22. All code should have a code review by AD&S.
23. Database design should be reviewed by AD&S.
24. All code (including SQL scripts) should be checked in to the repository (CVS) on a regular schedule. AD&S supports using comments to track updates to code.
25. Developers are responsible to back up /check in code for all user acceptance/system test and production builds into a code repository.

Content development

1. The Business Unit is responsible for producing content.
2. Content must have a clear business purpose.
3. Content clearly gives the reader the depth of information required for the topic or refers the reader to additional information.
4. Content is written with the specific audience in mind. Be mindful of those that have learning, memory, or attention disabilities.
5. 50% of the population is at an 8th grade reading level and 20% is at a 5th grade level. Content writers should keep in mind the literacy levels of the audience and should not go beyond the reading level of the intended audience.
6. The most important content is placed at the top of the page.
7. Each content writer should follow the established approval process for communications materials.
8. All content writers are responsible to follow the appropriate copyright and trademark laws. Information may be obtained at the Library of Congress copyright pages, http://www.loc.gov/copyright/, or http://www.copyright.gov/title17/.
9. All DHS Web content must adhere to the Americans with Disabilities Act (ADA) standards. Following the World Wide Web Consortium (W3C) standards ensures necessary compliance. DHS supports the Jaws screen reader which is the state standard. All content pages should be tested to ensure Jaws is fully supported. (Contact Rob Bucklin, 431-2162)

Icons/Images

1. Images do not have a standard look & feel.
2. Images should be sized and optimized according to the business requirements.
3. Icons from the standard AD&S library should be used (X:\WebServices\Icons).

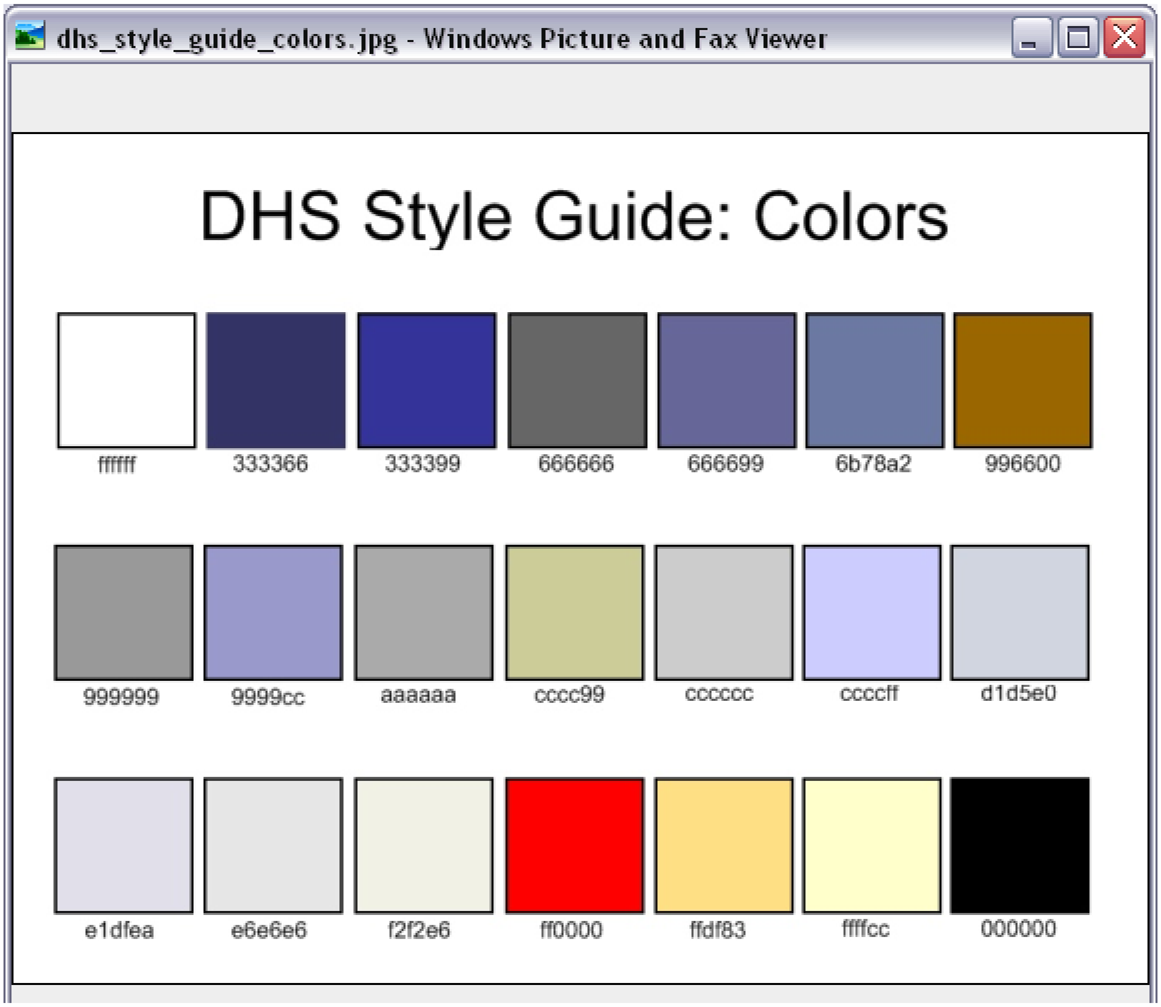
Section 508 Compliance/ADA Requirements (visually impaired can be blind, low vision, or color blind)

1. Red/green fonts and images are avoided or an alternative identifier such as an icon is used to provide a visual clue if these colors are utilized. The application does not override user's individual display attributes.
2. Accessibility features – a Web application shall not disrupt or disable features of ADA products that are identified with accessibility features.
3. Information about user interface elements – information about the user interface is available to assisted technology. When an image represents a program element, the information conveyed by the image is also available in text through the use of alternative text ("alt" tags). Alt tags accompany all graphic images.
4. Interaction with electronic forms – when electronic forms are used, the form allows people using assistive technology to access the information, field elements and functionality required for completion and submission of the form, including all direction and cues.
5. Color coding is not to be used as the only means of conveying information indicating an action, prompting a response or distinguishing a visual element.
6. AD&S does not use animation, flashing or blinking text, objects or other elements.

7. To ensure compliance with ADA 508 1194.21 and 1194.22 Compliance Sheriff from HiSift will be used. Vendor is responsible for mitigating any Level 1 or 2 faults found by the Compliance Sheriff program.
   a. On demand Compliance Sheriff scans will be preformed by DHS for the vendor as needed. A version of the application must be made available for this testing.
   b. A final scan will be made before the application is accepted by DHS.

Appearance

1. Screen size design will be developed for a minimum viewing area of 800x600 or 1024x768 based on business requirements.
2. AD&S utilizes cascading style sheets (CSS)
3. DHS font standards include Arial, Helvetica and Sans-serif.
4. Font sizes are variable. They should be a percent (%) or em (not a pt. size).
5. Applications can use a 1, 2, or 3 column template and should use tables for structure. Tables should be 100% width and adjust to the user's browser.
6. Background and text colors options approved by DHS:



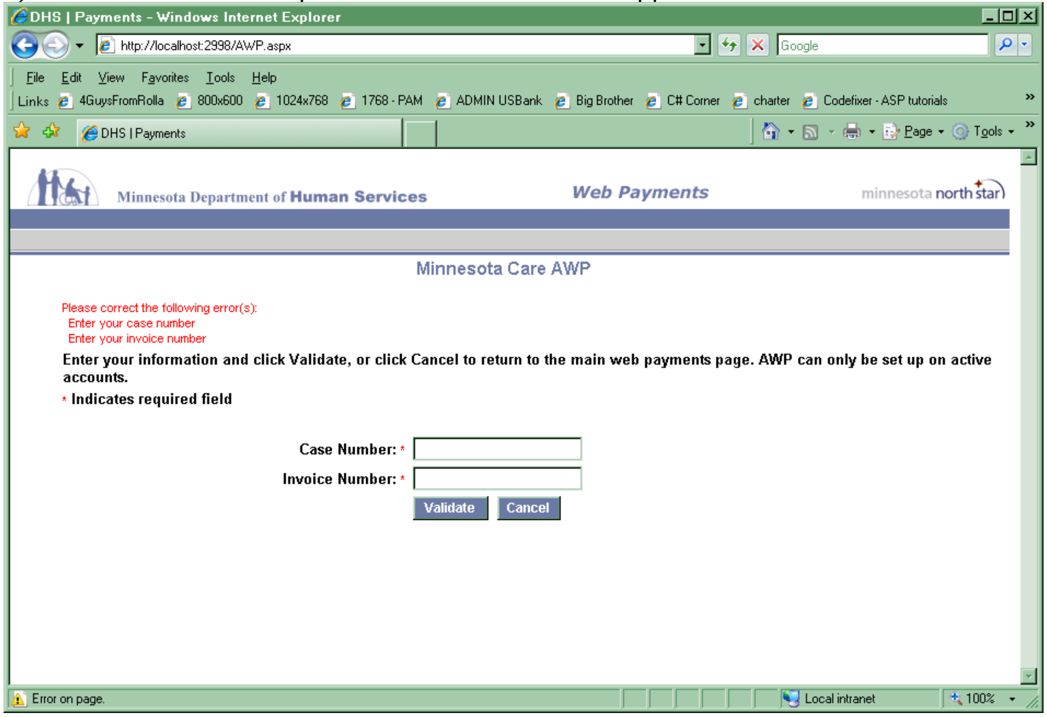
DHS Style Guide: Colors

ffffff	333366	333399	666666	666699	6b78a2	996600
999999	9999cc	aaaaaa	cccc99	cccccc	ccccff	d1d5e0
e1dfea	e6e6e6	f2f2e6	ff0000	ffdf83	ffffcc	000000

Page Layout

1. Be mindful of those users that have motor disabilities when designing a page and allow for keyboard controls for those that cannot/do not navigate with a mouse
2. Page layout should be evenly spaced with text and controls lining up.
3. AD&S supports a tables for formatting the screen (not DIV tags)
4. AD&S supports the use of labels (<asp:Label…/>) for text that needs to be dynamic. AD&S encourages developers to not user labels for static text. Labels should be black bold text for fields which should change to red when the field is in error.
5. AD&S supports text, colon, 1 space, a black star, 1 space for all required fields (e.g. First Name: *)

6. AD&S encourages '* Indicates required field' text at the top of the page
7. AD&S encourages instructions to be black & bold.
8. AD&S encourages the use of a summary listing for error messages and this summary to be placed at the top of the screen
9. AD&S encourages a Master page in Visual Studio 2005. AD&S supports creating the banner, ValidationSummary, and a place holder for the page title in the Master page. Each page would then consume the master page title and update it appropriately (i.e. Search or Add an Employee title)
10. AD&S encourages the master page be named projectName.Master (e.g. Appeals.Master for the Appeals project).
11. AD&S encourages the use of Header Text in the Validation Summary (HeaderText="Please correct the following error(s):"). Each error message is indented 2 spaces.
12. AD&S encourages the use of the focus() stmt to move the cursor to the first user input on the screen.
13. AD&S encourages the use of MultiView and AJAX controls in the presentation layer.
14. AD&S uses AJAX controls (tabbing, field masking (phone and time), & calendaring…). Documentation on AD&S current methods can be found at X:\Appl Dev & Support\Public\TemplateNET.
15. AD&S supports the submit and cancel buttons to be on the bottom of the page and that the submit button is on the left.
16. Header (See our MasterPage.aspx at X:\Appl Dev & Support\Public\TemplateNET for an example)
    a) DHS logo, image and full DHS text
       The DHS logo must appear in the upper left-hand corner of the Login page. It should have an Alt tag identifying the logo as the Minnesota Department of Human Services.
    b) Web site identifier image – the Application Name
    c) North Star Logo
17. Menu/Navigation
    a) Horizontal Bars to separate the header from the application


DHS | Payments - Windows Internet Explorer
http://localhost:2998/AWP.aspx
Google
File Edit View Favorites Tools Help
Links 4GuysFromRolla 800x600 1024x768 1768 - PAM ADMIN USBank Big Brother C# Corner charter Codefixer - ASP tutorials
DHS | Payments
Page Tools
Minnesota Department of Human Services
Web Payments
minnesota north star
Error on page.
Local intranet
100%

Minnesota Care AWP

Please correct the following error(s):
  Enter your case number
  Enter your invoice number

Enter your information and click Validate, or click Cancel to return to the main web payments page. AWP can only be set up on active accounts.

* **Indicates required field**

Case Number: *
Invoice Number: *

Validate Cancel

Reports

1. Reports should be created in Crystal Reports. The current Enterprise version is Crystal Reports XI (Release 2)
2. AD&S encourages the use of views and/or stored procedures from the data source versus creating an ADD COMMAND
3. Use OLE DB (ADO) Native Client for SQL Server (SQLNCLI) if the data source is SQL 2005; otherwise use OLE Client OLE DB (ADO) OLE for SQL Server (SQLOLEDB) if the data source is SQL 2000. *Note: The SQL Native Client drivers need to be on the web server.
4. Reports should be displayed in a universal format (like pdf)

5. Reports should have the DHS logo and Department of Human Services in the header
6. Report should use DHS font standards (Arial, Helvetica and Sans-serif)
7. Reports should use white and light gray backgrounds to distinguish report sections
8. Reports can use colored charts in the report but should also use another distinguishing method to accommodate color blind users and b&w printers

User Authentication

1. Internal applications should use the Windows logon credentials and determine roles through Active Directory groups or a userRole table in SQL
2. External applications should use the enterprise Identity Management platform
3. External applications should use the enterprise login landing page
4. External applications can use CoreID out of the box ADMIN functions or the enterprise admin pages

Security/HIPPA

1. Applications should comply with data privacy and DHS security policies.
2. Passwords for database connections in the web.config file should be a strong 8+ char password as defined by DHS Security (contains at least 1 upper character and at least 1 number). Passwords for dev should not be the same as PROD. Only allow those access that need access and limit for a particular role. Follow best practices for creating login/security access
3. Applications that require a user login: Passwords should be hashed and salted.
4. Applications facing out that contain private or confidential data should have the sensitive data encrypted
5. Application should follow the following rules when uploading any data (especially from the outside):
   - check extension on uploaded files (also check for header, array size if applicable)
   - create a schema and salt uploaded file names (leaving extension if necessary)
   - In the file system the upload directory is not under a directory that is accessible from the web
   - file system settings (d:..): under Properties/Security/Everyone/Advanced/Transverse Folder Execute - set to deny
   - To only allow internal access to the uploads - IIS settings: create new virtual dir (salt the name), Directory Security/IP Address and Domain Name Restrictions - set to Denied Access/Add/Group of computers 10.0.0.0 255.0.0.0
   - The site has to have an SSL certificate applied

Documentation

1. Systems should be documented, including business requirements, user documentation, security risk assessments, HIPPA documentation, test cases, a database diagram, and a high level flowchart.
2. Preferred method of documentation is Visio, but diagrams can be in Word or Excel.

User Test

QA test

1. Developers move code from the development environment to the user test environment.
2. Business Users are responsible for writing test cases, performing their internal testing, and giving the proper sign off.

Production Sign off Checklist

Accessibility

- An accessibility assessment needs to be complete before the application can move to PRODUCTION.

Security

- A security review/risk assessment needs to be complete before the application can move to PRODUCTION.

Public Web (or Countylink) Steering Committee

- Acceptance from the web steering committee needs to be complete before the application can move to PRODUCTION. The steering committees meet at different times during the month(s). Contacting the web steering committee representative as soon as the application has moved to user test gives the representative enough time to plan for the meeting agendas.

Deployment / Production

1. External PROD applications should have an individual DNS entry and be named http://<YourApplicationName>.dhs.state.mn.us
2. Internal PROD applications should have an individual DNS entry and be named http://<YourApplicationName>.dhsintra.net
3. Developer should publish compiled code as a DLL
4. Developer should only publish content needed for the web site to run
5. Developer ensures all code in the designated folder is moving to PROD (web.config settings should be as follows

   <customErrors mode=”RemoteOnly”>
   <compilation debug=”false”>)
6. Developer submits a change control ticket to http://spschg.dhsintra.net/Ops_Eng/default.aspx.
7. Developer fills out AD&S' Production Control document detailing what needs to be moved. All .aspx files should be listed as well as all SQL tables, views, stored proc statements.
8. Developer submits a ticket to the SMC listing (to be assigned to AD&S). The release is scheduled by the change control committee.
9. AD&S installs the system or enhancements on the scheduled date, as approved by the change control group (applications are released on Thursdays unless it is deemed as an emergency).
10. Immediately before installing the new code, AD&S creates a backup of the current web site and db.
11. If there is an issue immediately after an install, AD&S will contact the business area developer. If the business user developer wants a roll back, AD&S will roll back the web site and db. It is up to the business area developer to fix the error. AD&S will deploy another version when the issue has been fixed.
12. AD&S supports the production version of the application. AD&S and IT Operations will work together to resolve production issues. AD&S is committed to providing quality service to business areas as defined in our Enterprise SLA.
13. IT Operations supports backups and patching of servers.